



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 365-5100

RECORDATION NO. 9662-1 Filed 1982

JUL 21 1982 - 4 10 PM

INTERSTATE COMMERCE COMMISSION

July 16, 1982

LAW DEPARTMENT  
Writer's direct  
telephone line:

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

8-202A074  
No.

Date JUL 21 1982

Fee \$ 10.00

ICC Washington, D. C.

Dear Madam Secretary:

I have enclosed four counterparts of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Partial Release dated as of June 1, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 9662.

The names and addresses of the parties to the enclosed document are as follows:

The Liberty National Leasing Company, whose address is Post Office Box 32500, Louisville, Kentucky 40232;

Morgan Guaranty Trust Company of New York, whose address is 9 West 57th Street, New York, New York 10019; and

Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

The equipment covered by the enclosed Agreement of Partial Release is a 70-ton open top hopper car bearing L&N road number 155265.

A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
500 Water Street  
Jacksonville, Florida 32202.

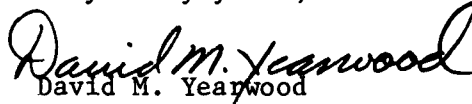
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JUL 21 4 05 PM '82  
FEE OPERATION BR.

- 2 -

A short summary of the document to appear in the index is as follows:

Release of a 70-ton open top hopper car bearing L&N road number 155265.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood". The signature is written in dark ink and is positioned above the printed name.

David M. Yearwood

General Attorney

Louisville and Nashville Railroad Company

**Interstate Commerce Commission**

**7/22/82**

**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

**David M. Yearwood  
General Attorney  
L&N Railroad Co.  
500 Water Street  
Jacksonville, Florida 32202**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/21/82** at **4:10pm**, and assigned re-recording number(s). **7553-N, 8878-J & 9662-I**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 9662-1 Filed 1982

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INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982 among The Liberty National Leasing Company, Morgan Guaranty Trust Company of New York, as Trustee and as Agent, and Louisville and Nashville Railroad Company.

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of July 15, 1978 (hereinafter called the Conditional Sale Agreement) between Louisville and Nashville Railroad Company and The Liberty National Leasing Company, the Louisville and Nashville Railroad Company agreed to sell and deliver to The Liberty National Leasing Company the used railroad equipment described in Annex A hereto (hereinafter called the Equipment);

WHEREAS, by a Lease of Railroad Equipment dated as of July 15, 1978 (hereinafter called the Lease) between The Liberty National Leasing Company (therein and hereinafter called the Lessor) and Louisville and Nashville Railroad Company (hereinafter called the Lessee), the Lessor leased the Equipment to the Lessee;

WHEREAS, by an Agreement and Assignment dated as of July 15, 1978 (hereinafter called the Assignment), Louisville and Nashville Railroad Company assigned all its right, title and interest in and to the Equipment and Conditional Sale Agreement (except certain rights expressly excluded) to Morgan Guaranty Trust Company of New York, as Trustee of a Commingled Pension Trust and as Agent for various institutional investors (hereinafter called the Assignee);

WHEREAS, by an Assignment of Lease and Agreement dated as of July 15, 1978 (hereinafter called the Lease Assignment), the Lessor assigned all its right, title and interest under the Lease to the Assignee;

WHEREAS, the Conditional Sale Agreement, Assignment, Lease and Lease Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on August 29, 1978, and assigned Recordation Nos. 9662, 9662-A, 9662-B and 9662-C, respectively;

WHEREAS, a 70-ton open top hopper car bearing the Lessee's road number 155265 (said car being hereinafter called the Casualty Unit), subject to the Conditional Sale Agreement and Lease, has suffered a Casualty Occurrence;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 7 of the Lease, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor has paid to the Assignee, pursuant to Article 7 of the Conditional Sale Agreement, the Casualty Value of the Casualty Unit;

WHEREAS, the Lessor is entitled to receive from the Assignee this instrument confirming passage to the Lessor of the Assignee's interest in the Casualty Unit and the release of the Casualty Unit from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's and the Assignee's interests in the Casualty Unit and the release of the Casualty Unit from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Assignee does hereby bargain, sell, assign, transfer and set over to the Lessor its interest in the Casualty Unit and does hereby release the Casualty Unit from the terms and conditions of the Conditional Sale Agreement.

The Assignee and the Lessor do hereby bargain, sell, assign, transfer and set over to the Lessee their interests in the Casualty Unit and do hereby release the Casualty Unit from the terms and conditions of the Lease.

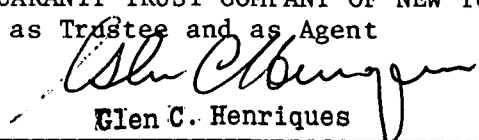
The Lessee will cause this Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.


MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
as Trustee and as Agent

By

  
Glen C. Henriques  
Assistant Vice President

(Corporate Seal)

ATTEST:

  
Assistant Secretary  
J. W. Turadek

THE LIBERTY NATIONAL LEASING COMPANY

By J. E. Withler  
SR. Vice President

(Corporate Seal)

ATTEST:

Robert W. Anderson  
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By [Signature]  
Director of Finance

(Corporate Seal)

ATTEST:

[Signature]  
Attesting Officer

STATE OF NEW YORK       )  
                                  ) SS  
COUNTY OF NEW YORK    )

On this 23<sup>rd</sup> day of June, 1982, before me personally appeared GLEN C. HENRIQUES, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret M. Boylan  
Notary Public  
March 30, 1984

MARGARET M. BOYLAN  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 03-4731446  
Qualified in Bronx County  
Certificate Filed in N. Y. County  
Commission Expires March 30, 1984

My Commission expires

(NOTARIAL SEAL)

COMMONWEALTH OF KENTUCKY )  
                                  ) SS  
COUNTY OF JEFFERSON       )

On this 8<sup>th</sup> day of June, 1982, before me personally appeared J. E. VITTITOW, to me personally known, who, being by me duly sworn, says that he is Vice President of The Liberty National Leasing Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Timothy K. Boyle  
Notary Public

My Commission expires July 7, 1982.

(NOTARIAL SEAL)



STATE OF FLORIDA       )  
                              ) SS  
COUNTY OF DUVAL       )

On this 3<sup>rd</sup> day of June, 1982, before me personally appeared David P. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan E. Carr  
Notary Public  
Notary Public, State of Florida

My Commission expires My Commission Expires March 16, 1986.  
~~Bonded thru Fidelity Insurance, Inc.~~

(NOTARIAL SEAL)